

1 Virgil K. Stimer  
2 General Delivery  
3 Tucson Arizona,  
4 85726  
5 520-260-4721

6 IN THE UNITED STATES DISTRICT COURT  
7 FOR THE DISTRICT OF ARIZONA

9 Virgil K. Stimer )

10 Plaintiff, )

11 vs. )

12 Santander Consumer USA INC )

13 Defendant. )

**CIV11-557 TUC FRZ**

COMPLAINT

Jury Trial

14  
15  
16 **JURISDICTION**

17 The plaintiff is citizen of the State of Arizona. The  
18 defendant is a corporation incorporated under the laws of the  
19 State of Texas with its principal place of business in the  
20 State of Texas. Under 15 U.S.C. § 1692k.(d), this action may  
21 be brought in any appropriate United States district court  
22 without regard to the amount in controversy. This Court has  
23 jurisdiction.  
24

25 **COMPLAINT**

26 This action is for money damages as the result of  
27 violations by defendant of the Fair Debt Collections Practices  
28

1 Act, Title 15 U.S.C.

2 GENERAL FACTUAL ALLEGATIONS

3 Defendant in this action is a third-party debt collector.

4 Sometime in the month of April of 2011, defendant sent  
5 plaintiff a debt collection letter. (see exhibit P-A)

6 On April 23<sup>rd</sup>, 2011, the said letter arrived at the main  
7 United States Post Office, General Delivery in Tucson Arizona.  
8 (see exhibit P-B, and also refer to page 4 para. 14 and 17 of  
9 complaint for further explanation and clarification of arrival  
10 date of mail sent to General Delivery)

11 The said letter was picked up by Plaintiff at the said  
12 post office on May 6<sup>th</sup>, 2011. (witness is willing to testify to  
13 this allegation)

14 The defendant communicated in the said letter that it was  
15 an attempt to collect debt. (see exhibit P-A, pg.2)

16 The defendant communicated in the said letter that  
17 plaintiff had 30 days to dispute the validity of the alleged  
18 debt. (see exhibit P-A, pg.2)

19 The defendant communicated in the said letter that upon  
20 plaintiff's demand for validation of the alleged debt,  
21 defendant was required by law to cease collection activity  
22 until defendant mailed information requested by plaintiff. (see  
23 exhibit P-A, pg.2)

1           On May 20<sup>th</sup>, 2011 plaintiff sent a demand with specific  
2 requests for defendant to validate the alleged debt. (see  
3 exhibit P-C)

4           Plaintiff gave defendant thirty days to respond to the  
5 demand to validate the alleged debt. (see exhibit P-C)

6           Defendant did not respond within the thirty days.

7           Plaintiff notified defendant of its' lack of response and  
8 gave defendant ten more days to respond. (see exhibit P-D)

9           The ten day period did pass without any response from  
10 defendant. (see exhibit P-E)

11           Defendant did not respond to plaintiff's demand for  
12 validation of the alleged debt until August 8<sup>th</sup>, 2011, (see  
13 exhibit P-F)

14           Defendant failed in validating the alleged debt by not  
15 providing any of the information requested by Plaintiff in  
16 Plaintiff's demand for validation of the alleged debt. (see  
17 exhibits P-C and P-F)

18           Defendant has agreed that any attempt to take possession  
19 of Plaintiff's property without first validating the alleged  
20 debt as Plaintiff stipulated in the Validation Notice for Claim  
21 of Debt are crimes under 18 U.S.C. (see exhibit P-C, pg. 2)

22           Defendant has agreed to accept all liability for any  
23 amount damages plaintiff suffered as the result of defendant's  
24  
25  
26  
27  
28

1 attempt to take possession of plaintiff's property, (see  
2 exhibit P-C, pg. 2)

3 COUNT ONE, UNFAIR PRACTICES

4 Plaintiff realleges and restates the foregoing  
5 jurisdictional statements and general factual allegations.

6  
7 The defendant attempted to defraud plaintiff of the full  
8 thirty-day period allowed by 15 U.S.C. §1692g(b) for plaintiff  
9 to demand validation of the alleged debt, by defendant dating  
10 the initial communication debt collection two weeks before its'  
11 actual arrival date through the United States Postal Service.

12  
13 The type of envelope and postage defendant used for its'  
14 initial communication to plaintiff and for billing has postage  
15 without any stamped posting date affixed to the postage. (see  
16 exhibits P-B, P-H and P-I)

17 Under ordinary circumstances, recipients of defendant's  
18 initial communication debt collection letter would have no way  
19 to prove, by defendant's envelope, what day the said letter was  
20 mailed.  
21

22 Plaintiff does not receive mail under ordinary  
23 circumstances.

24 Plaintiff receives mail through General Delivery in Tucson  
25 Arizona.  
26  
27  
28

1 According to the Postal Operations Manual, section 843.2,  
2 mail sent to General Delivery is to be held for 30 days. (see  
3 exhibit P-G pg.2, under, "Retention")

4 Plaintiff's mail that is sent to General Delivery at the  
5 United States Post Office in Tucson Arizona, 85726 is stamped  
6 by postal workers with a date that is thirty-days after the day  
7 it is actually received by the United States Post Office. (see  
8 exhibits P-B, P-H, pg. 2, and P-I, pg. 3)

10 Defendant's initial communication debt collection letter  
11 to Plaintiff is dated 04/08/2011. (see exhibit P-A).

12 Defendant's initial communication debt collection letter  
13 to Plaintiff did not arrive at General Delivery in Tucson  
14 Arizona until April 23rd, 2011. (See exhibit P-B and note the  
15 stamped May 23<sup>rd</sup> date).

17 If plaintiff were only going by the 04/08/2011 date of the  
18 said letter, plaintiff would only have two weeks to make a  
19 demand for validation of the alleged debt within 30 day period  
20 required by law.

22 Six days after defendant's initial communication debt  
23 collection letter arrived at the main United States Post Office  
24 in Tucson, Arizona, a bill from the defendant arrived at the  
25 same post office for Plaintiff. (see exhibit P-H, pg. 2)

1 From the above facts, defendant violated 15 U.S.C.  
2 §1692f., Unfair Practices in an attempted to circumvent the  
3 law, 15 U.S.C. §1692g. (b) that allows for a thirty-day period  
4 for plaintiff to demand validation of the alleged debt and to  
5 cause defendant to cease collection activity before the alleged  
6 debt is validated.

7  
8 As a direct result of this violation, plaintiff suffered  
9 money damages.

10 COUNT TWO, FAILURE TO CEASE COLLECTION ACITIVITY

11 Plaintiff realleges and restates the foregoing  
12 jurisdictional statements and general factual allegations.

13  
14 On June 19<sup>th</sup>, 2011, a bill from defendant arrived at the  
15 United States Post Office, General Delivery in Tucson Arizona  
16 for plaintiff. (see exhibit P-I, pg.3)

17 Defendant had not validated the alleged debt after  
18 receiving plaintiff's demand to validate the alleged debt.

19  
20 Defendant violated 15 U.S.C. §1692g.(b) by failing to  
21 cease collection of the alleged debt.

22 As a direct result of defendant's violation of 15 U.S.C.  
23 §1692g. (b), plaintiff suffered money damages.

24  
25 COUNT THREE, COMMUNICATION WITH THIRD PARTIES

26 Plaintiff realleges and restates the foregoing  
27 jurisdictional statements and general factual allegations.

1 On July 27, 2011, approximately at 10:06 am, defendant  
2 called a third-party making inquiries about plaintiff. (witness  
3 is willing to testify to this allegation)

4 Defendant violated 15 U.S.C. § 1692c. (b). Communication  
5 with third parties.

6 As a direct result of this violation, Plaintiff suffered  
7 money damages.

8  
9 COUNT FOUR, FALSE OR MISLEADING REPRESENTATIONS

10 Plaintiff realleges and restates the foregoing  
11 jurisdictional statements and general factual allegations.

12 On Thursday, August 18<sup>th</sup>, approximately at 3:30 pm, two  
13 young men with a tow truck stopped in front of plaintiff's  
14 home.

15 One of the young men said they were coming to take away a  
16 vehicle for Santander Consumer, (defendant).

17 The two young men did not seem to know exactly what vehicle  
18 they were looking for.

19 One of the two young men told plaintiff that unless  
20 plaintiff called defendant and make arrangements for payment,  
21 that they would come back in two days to take the vehicle that  
22 they were looking for.

23 One of the two young men said that if plaintiff did not  
24 turn the vehicle over to them when they returned, the vehicle  
25

1 would be reported as stolen and that plaintiff would be  
2 arrested and charged with a felony. (witness is willing to  
3 testify to these allegations)

4 This is a violation of 15 U.S.C. § 1692e. (4) False or  
5 misleading representations.

6  
7 Until the alleged debt has been validated, after plaintiff  
8 notifies defendant within thirty days of the initial  
9 communication with defendant, it is not lawful for defendant to  
10 claim that plaintiff's property can be seized.

11 Until the alleged debt has been validated, after plaintiff  
12 notifies defendant within thirty days of the initial  
13 communication, it is not lawful to cause plaintiff to believe  
14 that plaintiff will be arrested and charged with a felony if  
15 property is not turned over to defendant.  
16

17 As a direct result of this violation, Plaintiff suffered  
18 money damages.  
19

20 **DEMAND**

21 WHEREFORE, plaintiff demands judgment for money damages  
22 against Defendant together with such other and further relief  
23 as the court may deem reasonable.  
24

25 Those damages are as follows: 1. The cost of the filing  
26 fee for this court which is **\$350.00**, 2. The time spent to do  
27 the research on court procedure and court rules is 12 hours at  
28



1 the rate of \$25.00 per hour equals **\$300.00**. 3. The time to  
2 prepare this complaint is approximately 32 hours at the rate of  
3 \$25.00 dollars equaling **\$800.00**. 4. The cost of copy  
4 certification is **\$42.80**. 5. The cost of copying is **\$5.50**. The  
5 cost of certified mail is **\$12.72**. 5. The cost of service of  
6 process added if defendant did not waive service of summons.  
7

8 The Plaintiff also demands that the court order the  
9 Defendant to pay the Plaintiff \$1000 for each count of the four  
10 violations of 15 U.S.C. (**\$4000.00**)

11 The sum total of the damages Plaintiff demands for relief is  
12 for the Defendant to pay the Plaintiff **\$5511.20** or **\$5511.20**  
13 plus the cost for service of summons.  
14

15  
16 Dated: September 2, 2011

Virgil K. Stimer  
Virgil K Stimer  
General Delivery  
Tucson Arizona 85756  
520 260 4721

Index to exhibits

Exhibit P-A -----initial communication debt collection letter

Exhibit P-B-----envelope from defendant with no postdate

Exhibit P-C----- VALIDATION NOTICE FOR CLAIM OF DEBT

Exhibit P-D----- NOTICE OF FAULT AND DISHONOR- SNTDR  
OPPORTUNITY TO CURE

Exhibit P-E----- NOTICE OF DEFAULT IN DISHONOR CONSENT TO  
JUDGMENT-STDR

Exhibit P-F-----late response from Defendant to plaintiff's  
debt validation notice

Exhibit P-G-----regulation from Postal Operations Manual

Exhibit P-H-----Bill and envelope stamped May 29 2011 from  
defendant

Exhibit P-I-----bill and envelope stamped Jul 20 1011 from  
defendant

Index to exhibits and exhibits are Attachment 1



State of Arizona County of Pima  
 On this 31st day of August, 2011  
 I certify that the Valued Customer  
 document is a true, exact, complete and unaltered copy  
 of the original.  
Leticia Armellini, Notary Public  
 My Commission Expires Jan 22, 2013

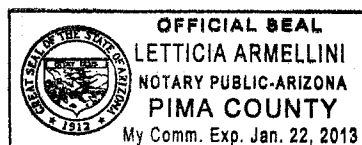


04/08/2011

VIRGIL K STIMER  
 GENERAL DELIVERY  
 TUCSON, AZ 85726-9999



Original financed Amount	225,485.00
Balance Remaining	142,170.35
Maturity Date	05/05/2022



## Dear Valued Customer,

**CURRENT GE Account Number - 00100006100157477**

**NEW Santander Consumer USA Account Number - 30000183544851000**

Santander Consumer USA Inc. recently entered into an agreement with GEMB Lending Inc./GE Money Bank to service your retail installment contract or direct note for your recreational vehicle or marine watercraft (collectively, "Vehicle"). **Effective April 4, 2011, your contract or direct note will be serviced by Santander Consumer USA.** Please note that the current lienholder of your vehicle will not change.

This service transfer does not affect the current terms of your retail installment contract or direct note. Your new account number with Santander Consumer USA is 30000183544851000.

- » If you currently pay your monthly bill using automatic bank draft, your regularly scheduled automatic payments will continue without interruption, although the receiving bank notation on your receipt will change to Santander Consumer USA Inc.
- » You will soon receive a new monthly account statement from Santander Consumer USA that contains instructions for submitting your payment. You may also securely view, manage and make payments for your account online by enrolling at [www.MyAutoAccount.com](http://www.MyAutoAccount.com). You will need a valid e-mail address and your social security number to establish an online account. The Web site also allows you to sign up for online statements if you prefer to receive your monthly account summary via e-mail.

**Beginning 4/4/11, please direct all correspondence and payments concerning your account to Santander Consumer USA.**

### Correspondence

(For non-payment correspondence only)

Santander Consumer USA Inc.  
 P.O. Box 961245  
 Fort Worth, TX 76161-1245

### Payments

See the information below regarding payment options, or sign up to pay online in the My Account area of [www.MyAutoAccount.com](http://www.MyAutoAccount.com)

### Online & Phone



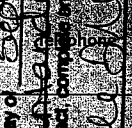


Manage your account anytime in the My Account area of [www.MyAutoAccount.com](http://www.MyAutoAccount.com)  
 Call toll-free at 1-888-222-4227  
 Mon-Thur. 7 a.m. - 11 p.m. Central  
 Fri 7 a.m. - 9 p.m. Central  
 Sat - Sun 7 a.m. - 5 p.m. Central

## ADDITIONAL INFORMATION ABOUT PAYMENTS

Your monthly Vehicle account statement will include a detachable payment coupon, return envelope and instructions for mailing your payment to Santander Consumer USA via regular mail. Your statement will also include your available options for making an expedited payment.

If you would like to pay your bill using automatic bank draft, you may enroll in Santander Consumer USA's Auto Pay program and have your monthly payment deducted from your personal checking or savings account by your payment due date. Sign up online at [www.MyAutoAccount.com](http://www.MyAutoAccount.com) or complete the Auto Pay Authorization on the back of your statement coupon.

**SEE BACK FOR AN IMPORTANT NOTICE OF YOUR RIGHTS.**

 <p>SEAL OF PIMA COUNTY, ARIZONA My Comm. Exp. Jan. 9, 2013</p>	<p><b>TEMPERATURE</b> Please discontinue use of your existing coupon book. You will receive a monthly statement from Santander Consumer USA with a detachable coupon that is referred to the existing coupon book.</p>	<p>If paying your account by mail, Santander Consumer USA prefers you pay your bill using the detachable coupon affixed to your monthly statement or pay online at <a href="http://www.MyAutoAccount.com">www.MyAutoAccount.com</a>. Any payments made using coupons from an existing "book," take a minimum of one extra day to post to your account.</p>
 <p>Seal of Pima County, Arizona</p>	<p>Payments will still be accepted by mail. Your monthly statement will also include instructions for making payments via overnight mail.</p>	<p>Santander Consumer USA will send a monthly statement to you. The address for standard mail payments is:  Santander Consumer USA Inc. P.O. Box 660633 Dallas, TX 75266-0633</p>
 <p>Seal of Pima County, Arizona</p>	<p>Payments will still be accepted by telephone.</p>	<p>To make a payment by telephone call toll-free 888.222.4227 and have your account number and method of payment (checking/savings account numbers and bank routing information, or credit/debit card information) ready when you call. There may be a fee for this service.</p>
 <p>Seal of Pima County, Arizona</p>	<p>Payments made using online banking or other bill payment service will continue to be accepted.</p>	<p>You will need to update the Payee to "Santander Consumer USA" and your Vehicle account number so that your payment is credited properly.</p>
 <p>Seal of Pima County, Arizona</p>	<p>Your payments will continue to be accepted through Western Union. Santander Consumer USA is also pleased to offer you MoneyGram as an additional option for you to make your payment.</p>	<p>If paying using <b>Western Union</b> you will need to present a new City Code at the time you make your payment. <b>Santander Consumer USA's City Code for Western Union is "PITSTOP" with the State Code "TX."</b>  If paying using <b>MoneyGram</b> you will need to present <b>Santander Consumer USA's Receive Code for MoneyGram, which is "1544."</b> Fees apply for both services.</p>

## ABOUT SANTANDER CONSUMER USA

Santander Consumer USA is a leading automotive finance company and servicer of a wide variety of retail installment contracts, including auto, RV and marine accounts. We are owned by Banco Santander (NYSE: STD), a 150-year-old global bank with more than 14,000 branches and 90 million customers worldwide.

If you have questions regarding this transition or Santander Consumer USA, we encourage you to visit [www.SantanderConsumerUSA.com](http://www.SantanderConsumerUSA.com) to receive...

- » Information about the transfer of your auto finance account to Santander Consumer USA
- » An overview of how Santander Consumer USA services accounts
- » The ability to sign up for online statements
- » Opportunities to subscribe to e-mail and text message reminders for your monthly payment
- » The ability to securely online chat with a customer service representative

» Information about Santander Consumer USA Inc.

You may also call Santander Consumer USA toll-free at 1.888.222.4227.

We are working diligently to ensure that this transfer is as seamless as possible. We appreciate your continued business, and are happy to assist you with all your Vehicle finance needs.

Sincerely,  
Santander Consumer USA Inc.

## IMPORTANT NOTICE ABOUT YOUR RIGHTS

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within 30 days from receiving this notice, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such verification or judgment. If you request from us in writing within 30 days after receiving this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

If you choose to exercise your validation rights, we are required by law to cease collection activity until we have mailed the requested information to you.

**\*\*A scheduled payment may be due within 30 days after the date of this letter, but it does NOT affect your right to dispute the validity of the debt. Note that finance charges and fees will continue to accrue on the balance remaining as described in your retail installment contract.**

©2011 Santander Consumer USA Inc. As applicable by the Gramm-Leach-Bliley Act and the Fair Credit Reporting Act, we may report information about your account to credit bureaus. Therefore, late payments, missed payments or other defaults on your account may be reflected on your credit report.

If you have recently filed a bankruptcy proceeding, please be aware that this letter is for informational

purposes only. Forward a copy of this letter to your legal counsel and/or trustee, as appropriate, and refer them to a Santander Consumer USA Inc. representative at 888.222.4227.

## REQUIRED STATE NOTICES

### California

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

### Colorado

For information about the Colorado Fair Debt Collection Practices Act, see [www.ago.state.co.us/CADC/CADCMAN.CFM](http://www.ago.state.co.us/CADC/CADCMAN.CFM). A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the customer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

### Maine

Hours of operation: 7 a.m. to 9 p.m. Central Time, Monday through Friday. Our toll free telephone number is 1.888.222.4227.

### Massachusetts

Hours of operation: 7 a.m. to 9 p.m. Central Time, Monday through Friday. Our toll-free telephone number is 1.888.222.4227.

## NOTICE OF IMPORTANT RIGHTS

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to Santander Consumer USA.

### New York

This collection agency is licensed by New York City Department of Consumer Affairs License # 1343310.

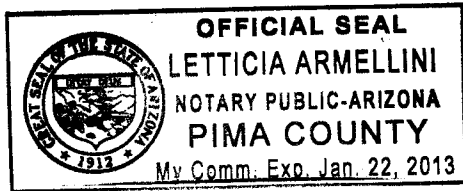
This collection agency is licensed by the City of Buffalo, New York License # 556975.

### Utah

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

State of Arizona County of Pima  
On this 31st day of August, 2011  
I certify that the envelope  
document is a true, exact, complete and unaltered copy  
of the original.  
Leticia Armellini  
[Signature] Notary Public  
My Commission Expires Jan 22 2013

RESORTED  
FIRST-CLASS  
MAIL  
US POSTAGE  
PAID  
TWMS



MAY 23 2011



P.O. BOX 961245  
Fort Worth, TX 76161-1245

ADDRESS SERVICE REQUESTED

Exhibit P-B

Exhibit B

## VALIDATION NOTICE FOR CLAIM OF DEBT

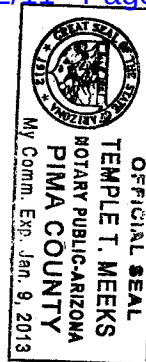
May 20<sup>th</sup>, 2011

From: Virgil-Keith: Stimer,  
General Delivery  
Tucson, Arizona [85726-9999]

To: Santander Consumer USA Inc.  
P.O. Box 961245  
Fort Worth TX 76161-1245

Re: Dear Valued Customer notice, CURRENT GE Account Number – 00100006100157477, NEW Santander Consumer USA Account Number – 30000183544851000 dated April 8, 2011 and Statement and payment notice, Account number 8354485, (no date), 2001 Safari Serengeti Motorhome, VIN4SLAOGW2111114767

State of Arizona County of Pima  
On this Certified Mail # 7002-0229-0001 1777 8612  
I certify that the Validation Notice  
document is a true, exact, complete and unaltered copy  
of the original.  
Simple Shells  
My Commission Expires Jan 9, 2013 Notary Public



Notice to agent is notice to principal, notice to principal is notice to agent.

All references to "Me", "My", and "I" refer to Virgil-Keith: Stimer. All references to "you" and "your" refer to Santander Consumer USA Inc.

To Whom It May Concern:

This document styled, "Validation Notice for Claim of Debt", (herein after referred to as, "Validation Notice") is sent to you in response to Santander's Dear Valued Customer notice and the Statement and payment notice, (listed above), that both were received by Me through General Delivery in Tucson, Arizona [85726-9999] on May 6<sup>th</sup>, 2011. The Dear Valued Customer notice has the date of April 8, 2011 printed on it but that notice itself did not arrive at General Delivery in Tucson Arizona, 85726-9999 before May 3, 2011. Regardless, both notices were received by Me on, May 6<sup>th</sup>, 2011.

Considering all the mortgage fraud, banking fraud and securitization fraud that has been occurring and the fact that Santander is not the original creditor notifying Me of the changes that you are claiming, I wish to make certain and beyond a reasonable doubt that payment be returned to the proper party regarding the Serengeti motorhome listed above. You should also be aware that sending unsubstantiated demands for payment through the United States Mail System does constitute mail fraud under federal and state law.

Be advised that this Validation Notice is not a refusal to pay but is, in pursuant to the Fair Debt Collection Act, Section 809 (B) and Title 15 United States Code, 1692g., a notice that your claim of debt is in dispute and validation is being requested by Me. Also, do not confuse this Validation Notice as a request for "verification" or proof of My mailing address. This Validation Notice is a request for verification of the validity of the alleged debt you claim against Me and verification of the right you are presuming to have in order to demand that payment be returned to you.

The following definitions govern this Validation Notice as it concerns Santander and Me:

**CFO:** chief financial officer or equivalent officer of Santander

**ink-pen-signature:** original hand written signature of a signatory or signer created with a pen and ink and not created from a copy of a signature

**state-notary-public:** a notary public commissioned by one of the States of the United States.

**valid:** *'Having legal strength or force, executed with proper formalities, incapable of being rightfully overthrown or set aside, Bennet v. State 46 Ala.app 535, 245, So2d. 570 572.* Of binding force; legally sufficient or efficacious; authorized by law....." Black's Law Dictionary, Fifth Edition, page 1390

**validate:** *"To make valid, confirm; sanction, affirm."* Black's Law Dictionary, Fifth Edition, page 1390

**verification:** *"Confirmation of correctness truth or authenticity, by affidavit, oath or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statement of party. Sheeley v. City of Santa Clara, 215 Cal.App.2nd 83, 30 CalRptr. 121, 123, ....."* Black's Law Dictionary, Fifth Edition, page 1400

As required by law, this Validation Notice is My demand to Santander to "cease and desist" any collection activities prior to the validation of the alleged debt by Santander. Validation of the alleged debt consists of Santander sending to the mailing location of Virgil-Keith: Stimer, General Delivery, Tucson Arizona, [85726-9999], the enumerated items as follows:

1. The disclosure of the name of the original creditor, even if that is Me, of Santander's claim of the alleged debt against Me; and further,
2. The disclosure of the origin of the funds used to create the said alleged debt; and further,
3. A state-notary-public certified copy of the original Contract with the stock number ONS80643 and titled, "MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT" that bears My true and authentic ink-pen-signature used to allege the existence of a real loan of funds that created the said alleged debt; and further,
4. A state-notary-public certified copy of the original Contract with the stock number ONS80643 and titled, "MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT", bearing My true and authentic ink-pen-signature and also bearing the original and authentic ink-pen-signature of the authorized signer for the seller LA MESA R.V. CENTER INC. – TUCSON which also bears the name of any Assignee on the said original Contract; and further,
5. State-notary-public certified copy/copies of any and all original contract(s) bearing the original and authentic ink-pen-signatures of anyone who purchased and received an assignment on the Contract with the stock number ONS80643 and titled, "MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT; and further,



6. State-notary-public certified copies of original document(s) designating Santander as the Holder of the Contract stock number 0NS80643 and titled, "MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT"; and further,
7. An affidavit signed and sworn under the penalties of perjury by the CFO of Santander that any and all documents/instrument(s) involved with the transaction of the purchase of the 2001 Serengeti, VIN number 4SLAOGW211114767 bearing My true and authentic ink-pen-signature or the likeness of My signature were not negotiated or pledged by any organization or any governmental unit used against My credit to create the funds used for the appearance of a debt and resulting in your claim of the said alleged debt; and further,
8. An affidavit signed under the penalties of perjury by the CFO of Santander that the original Contract with the stock number 0NS80643 and titled, "MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT" which bears My true and authentic ink-pen-signature or the likeness of My signature has not been sold as a security and the said security has not been assigned a CUSIP number; and further,
9. An affidavit signed and sworn under the penalties of perjury by the CFO of Santander that the originals of all the state-notary-public certified copies required by Me in this **Validation Notice** are available to Santander and will be provided by Santander for My own and a judge's inspection should there be a trial to contest these matters; and further,
10. That the person from Santander who prepares the validation as stipulated within these ten (10) enumerated items, provide verification of the said validation of the debt by presenting to Me an affidavit sworn under oath and under the penalties of perjury to the truthful of all statements concerning the validation of the said alleged debt and that all requisite documents validating the said alleged debt have been copied from the **original** documents that bear the ink-pen-signatures of the signers.

I agree to comply with your request for return of payment on the condition that within thirty (30) days of receipt of this **Validation Notice** that you present to Me as is stipulated within this document, **each and every one** of the above ten (10) enumerated items for the validation of the said alleged debt. In the absence of you providing validation of your claim of the alleged debt as stipulated within this **Validation Notice**, you agree that Santander is not the Party of Interest nor the Holder in Due Course nor the Assignee nor the Secured Party nor the Holder of the Contract stock number 0NS80643 **MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT** and therefore you agree that Santander is a third-party-debt collector and has no contractual rights, including but not limited to, **RIGHTS AND REMEDIES** as it concerns the said Contract. Furthermore, Santander agrees that any actions by Santander that results in any attempt or results in the actual taking of possession of the Property secured by the said Contract without first validating the alleged debt as stipulated, is Santander's admission to willingly and knowingly engaging in fraud under 18 U.S.C. §1001, conspiracy under 18 U.S.C §371, conspiracy against rights under 18 U.S.C §241, mail fraud under 18 U.S.C. § 1341, racketeering 18 U.S.C § 1952, obtaining money by false or fraudulent pretenses under 18 U.S.C § 2314 against Me. Additionally, Santander agrees to accept all liability and payment for any amount of damages I claim as a result of any actions taken by Santander which results in any attempt of or the actual taking of possession of the Property secured by the said Contract. Santander also agrees to accept liability and pay for any amount of damages that I claim in the event that I should be charged with criminal offenses in relation to any attempt of or the actual taking of possession of the Property secured by the said Contract as a result of Santander's involvement in the said attempt or actual taking.

This is a constructive notice that, absent the validation of your claim within 30 days, you must "cease and desist" any and all collection activity and you are prohibited from contacting Me through the mail, by telephone, in person, at My home, or at My work. You are further prohibited from contacting any other third party. Each and every attempted contact is in violation of the Fair Debt Collection statutes at both the state and federal levels and will constitute harassment and defamation of character and will subject your organization and any and all agents in his/her individual capacities, who take part in such harassment, and defamation, to a liability for actual damages in addition to **statutory damages of up to \$1,000 for each and every violation**, and a further liability for legal fees to be paid to any counsel which I may retain. Further, absent such validation of your claim of the alleged debt, you are prohibited from filing any notice of lien and/or levy or judgment and are also barred from reporting any derogatory credit information to any credit reporting agency, regarding this disputed alleged debt.

This response does constitute My effort to resolve this on-going debt claim between the parties involved. Until full disclosure is achieved, there can be no case, collection or action. "No civil or criminal cause of action can arise lest, out of fraud, there be a valid, honest contract." See Eads v. Marks 249 P. 2d 257, 260.

I, Virgil-Keith: Stimer, , swear under the penalties of perjury that I have read this **Validation Notice for Claim of Debt** and that it is true and correct according to the best of My understanding, according to first-hand knowledge and from My own research.

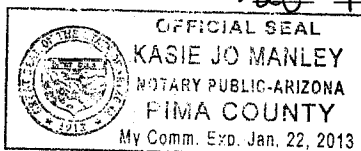
By: Virgil Keith Stimer Date MAY 20  
Virgil Keith: Stimer, AR

Virgil Keith Stimer  
Printed name

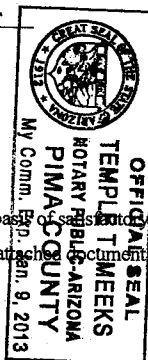
#### JURAT AND VERIFICATION

STATE OF ARIZONA )  
COUNTY OF PIMA )

Before me personally appeared Virgil-Keith: Stimer, whose identity was proved to me on the basis of satisfactory evidence and the same living soul whose name is subscribed to this document and that he voluntarily signed the attached document Subscribed and sworn before me this day 20 of May, 2011.



Kasie Jo Manley  
Notary Public  
My Commission Expires Jan 22, 2013



State of Arizona  
County of Pima  
City of Tucson  
On this 1st day of September, 2011  
I certify that the Validation Notice  
document is a true, exact, complete and unaltered copy  
of the original.  
Sample D. Webb  
Notary Public  
My Commission Expires Jan 22, 2013

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## Track & Confirm

### Search Results

Label/Receipt Number: 7007 0220 0001 1777 8612

Service(s): Certified Mail™

Status: Delivered

Your item was delivered at 10:11 am on May 23, 2011 in FORT WORTH, TX 76161.

Information on this item has been restored from offline files and will be available online for 30 days from 08/03/2011.

#### Detailed Results:

- Delivered, May 23, 2011, 10:11 am, FORT WORTH, TX 76161
- Arrival at Unit, May 23, 2011, 9:47 am, FORT WORTH, TX 76161

### Track & Confirm

Enter Label/Receipt Number.

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Privacy Policy


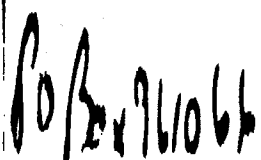
Exhibit P-C pg 3




UNITED STATES  
POSTAL SERVICE

Track/Confirm - Intranet Item Inquiry  
Item Number: 7007 0220 0001 1777 8612

This item was delivered on 05/23/2011 at 10:11

Signature:	 Gini Moore
Address:	

 1000	U.S. POSTAGE PAID TUCSON, AZ 85711 AUG 06, 11 AMOUNT <b>\$4.70</b> 00012873-12	er: ch <input type="radio"/>
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Version 1.0

Inquire on multiple items.

Go to the Product Tracking System Home Page.

Exhibit P-C pg 4

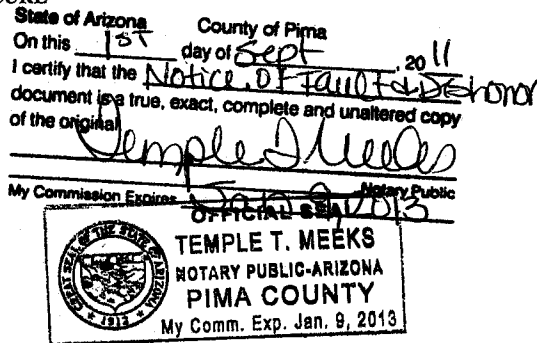
**NOTICE OF FAULT AND DISHONOR-SNTDR  
OPPORTUNITY TO CURE**

Certified Mail # 7010 1870 0000 5137 6707

Notice date: July 2<sup>nd</sup>, 2011

From: Virgil-Keith: Stimer  
General Delivery  
Tucson, Arizona [85726-9999]

To: Santander Consumer USA Inc.  
Legal Department  
P.O. Box 961245  
Fort Worth TX 76161-1245



Notice to the agent is notice to the principal. Notice to the principal is notice to the agent.

Re: **VALIDATION NOTICE FOR CLAIM OF DEBT** dated May 20<sup>th</sup>, 2011, sent by USPS Certified Mail # 7007 0220 0001 1777 8612 and received by Santander Consumer USA Inc. on May 23<sup>rd</sup>, 2011 and **ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT** sent by USPS certified mail and received by Santander Consumer USA Inc. on or about June 14<sup>th</sup>, 2011.

Attention Legal Department:

This document styled, "NOTICE OF FAULT AND DISHONOR-SNTDR OPPORTUNITY TO CURE", (herein after, referred to as, "Notice of Fault") is a notice of Santander Consumer USA Inc.'s fault and dishonor., (hereinafter referred to as, "Santander") concerning two documents styled as, "VALIDATION NOTICE FOR CLAIM OF DEBT", and "ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT" received by Santander.

**FACTS**

1. On or about May 6<sup>th</sup>, 2011, (in regard to return of payments for the financing of a 2001 Safari Serengeti Motorhome, VIN4SLAOGW211114767), I received from Santander the following correspondence: Dear Valued Customer notice, CURRENT GE Account Number – 00100006100157477, NEW Santander Consumer USA Account Number – 30000183544851000 dated April 8, 2011 and Statement and payment notice, Account number 8354485, (no date); and further,
2. In order for Me to ascertain what Santander's interest is in the said Motorhome and the agreement, **MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT** with the stock number 0NS80643, (hereinafter referred to as, "Contract"), I sent to Santander on or about May 20<sup>th</sup>, 2011 a document styled, **VALIDATION NOTICE FOR CLAIM OF DEBT** by certified mail and also sent to Santander, on or about June 20<sup>th</sup>, 2011 via certified mail, a second document styled, **ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT**; and further,
3. Santander was given thirty, (30) days upon which to respond to Me as stipulated in the above said documents for the purpose of Santander verifying the validity of the alleged debt that Santander is insinuating and presuming upon Me; and further,
4. In addition, Santander was given the opportunity to provide to Me, within the said thirty (30) days, evidence proving Santander as being the Holder in Due Course or as a Secured Party or as an Assignee of the Contract giving Santander the right to request or demand that I return payment for the said Motorhome to Santander; and further,
5. More than thirty (30) days have passed and Santander has not replied as stipulated in the above said documents; and further,
6. I have entered into no agreement with Santander nor am I under any contractual obligation to pay Santander for anything and that no agreement or contract or evidence of such an agreement or contract with Santander has ever been presented to Me by Santander; and further,
7. I am not in default to the terms of the Contract since no one, including Santander, requesting or demanding payment from Me have proven themselves to be a Holder in Due Course, Secured Party or an Assignee to the Contract.

**DISHONOR**

Since June 23<sup>rd</sup>, 2011, more than thirty (30) days have passed for Santander to respond to Me as stipulated in the **VALIDATION NOTICE FOR CLAIM OF DEBT**, and the **ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT**

## FAULT

For that the dishonor of the **VALIDATION NOTICE FOR CLAIM OF DEBT** and the **ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT** is placing Santander at **fault**. This **Notice of Fault** is My good faith offer to give Santander an extension of time to respond to Me as stipulated in the **VALIDATION NOTICE FOR CLAIM OF DEBT**, and stipulated in the **ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT** in order for Santander to verify the validity of the alleged debt against Me and to verify itself as a Holder in Due Course or as a Secured Party or as an Assignee of the said Contract.

I extend to Santander a time ten (10) days from receipt of this **Notice of Fault** for Santander to respond as stipulated in **VALIDATION NOTICE FOR CLAIM OF DEBT** and **ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT**. For that upon Santander's failure, refusal, or neglect in responding as stipulated in **VALIDATION NOTICE FOR CLAIM OF DEBT** and **ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT** is Santander's consent with My entry of a **Notice of Default In Dishonor, Consent to Judgment** upon Santander. In addition, upon Santander's failure, refusal, or neglect in responding as stipulated in the **VALIDATION NOTICE FOR CLAIM OF DEBT** and in the **ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT** is Santander's admission and confession to all the facts, statements, claims, laws and conclusions of law declared by Me in the documents styled, **VALIDATION NOTICE FOR CLAIM OF DEBT, ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT** and this document styled, **NOTICE OF FAULT AND DISHONOR-SNTDR OPPORTUNITY TO CURE**.

In order to assist Santander in this matter of notice of fault and dishonor, a computer printout of the original documents styled, **VALIDATION NOTICE FOR CLAIM OF DEBT, ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT** are enclosed.

The headings in this **Notice of Fault** are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this **Notice of Fault** or in any other way to affect the validity, construction, interpretation or effect of any part of this **Notice of Fault**.

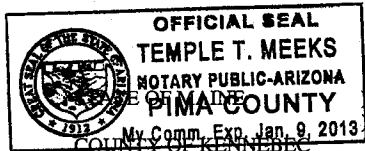
## JURAT

I, Virgil-Keith: Stimer, swear under the penalties of perjury that I have read this **NOTICE OF FAULT AND DISHONOR-SNTDR OPPORTUNITY TO CURE** and that it is true and correct according to my own first-hand knowledge, according to my own research and according to the best of my understanding of all the matters at hand concerning the Santander and the Contract **MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT** with the stock number 0NS80643.

State of Arizona County of Pima  
On this 1st day of September 2011  
I certify that the Fault & Jurat  
document is a true, exact, complete and unaltered copy  
of the original.

Temple T. Meeks L.S./ Virgil-Keith: Stimer Date July 2, 2011  
Notary Public Virgil-Keith: Stimer, AR  
My Commission Expires Jan 9, 2013

Virgil Keith Stimer  
Printed name



Before me personally appeared Virgil-Keith: Stimer, whose identity was proved to me on the basis of satisfactory evidence and the same living soul whose name is subscribed to this document and that he voluntarily signed the attached document. Subscribed and sworn before me this day 2 of July, 2011.

Alta Lambert  
Notary Public  
My Commission Expires 1/4/2015

Enclosures:

**VALIDATION NOTICE FOR CLAIM OF DEBT**  
**ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT**

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## Track & Confirm

### Search Results

Label/Receipt Number: **7010 1870 0000 5137 6707**Expected Delivery Date: **July 8, 2011**Class: **First-Class Mail®**Service(s): **Certified Mail™**Status: **Delivered**

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Your item was delivered at 10:25 am on July 08, 2011 in FORT WORTH, TX 76161.

#### Detailed Results:

- **Delivered, July 08, 2011, 10:25 am, FORT WORTH, TX 76161**
- **Arrival at Unit, July 08, 2011, 9:11 am, FORT WORTH, TX 76161**
- **Processed through Sort Facility, July 05, 2011, 11:18 pm, HAMPDEN, ME 04444**
- **Acceptance, July 05, 2011, 2:18 pm, WATERVILLE, ME 04901**

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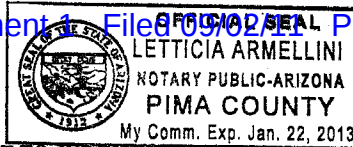
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[Advertising Service](#)

Exhibit P-D pg-3



## NOTICE OF DEFAULT IN DISHONOR CONSENT TO JUDGMENT-STD

Notice date: July 22<sup>nd</sup>, 2011 Certified Mail # 7010 1870 0000 5137 6721

Claimant: Virgil Keith Stimer  
C/o General Delivery  
Tucson, Arizona [85726-9999]

Respondent: Santander Consumer USA Inc.  
Legal Department  
P.O. Box 961245  
Fort Worth TX 76161-1245

State of Arizona County of Pima  
On this 22 day of July, 2011  
I certify that the Notice of Default-STD  
document is a true, exact, complete and unaltered copy  
of the original.  
Letticia Armellini Notary Public  
My Commission Expires Jan 22 2013

Re: Documents styled as, "VALIDATION NOTICE FOR CLAIM OF DEBT" sent via Certified Mail # 7007 0220 0001 1777 8612, received by Santander Consumer USA Inc. on May 23<sup>rd</sup>, 2011, ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT sent via Certified Mail # 7007 1490 0004 5591 1102 and received by Santander Consumer USA Inc. on June 14<sup>th</sup>, 2011 and NOTICE OF FAULT AND DISHONOR-SNTDR OPPORTUNITY TO CURE sent by Certified Mail # 7010 1870 0000 5137 6707 received by Santander Consumer USA Inc. on July 8<sup>th</sup>, 2011

*Respondent is under the Maxim of law, notice to the agent is notice to the principal and notice to the principal is notice to the agent.*

This document styled as, "NOTICE OF DEFAULT IN DISHONOR CONSENT TO JUDGMENT-STD", is notice by Virgil Keith Stimer, (herein after referred to as, "Claimant") of Santander Consumer USA Inc.'s, (hereinafter referred to as, "Respondent") failure to respond to the documents styled as, VALIDATION NOTICE FOR CLAIM OF DEBT, ADDENDUM TO VALIDATION NOTICE FOR CLAIM OF DEBT and NOTICE OF FAULT AND DISHONOR-STD OPPORTUNITY TO CURE. Consequently, Respondent is in dishonor and in default of said documents and Respondent agrees to all the facts, claims, statements, laws and conclusions of laws sworn to in the said above referenced documents and that estoppel by acquiescence does prevail against Respondent concerning Claimant, the security agreement MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT with the stock number 0NS80643, a 2001 Safari Serengeti Motorhome VIN4SLAOGW211114767 and payments for the said Motorhome.

I, Virgil-Keith: Stimer being more than the age of majority and competent to testify, swear under oath and the penalties of perjury that I have read the contents of this document and that the foregoing facts, statements and claims are true and correct according to my own first-hand knowledge and research and to the best of my understanding of all the matters at hand between Respondent and Claimant.

So be it. Further Claimant sayeth naught.

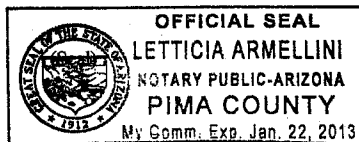
By: Virgil-Keith: Stimer AR Date July, 22, 2011  
Virgil-Keith: Stimer, AR

Virgil Keith Stimer  
Printed Name

Jurat

STATE OF ARIZONA )  
 ) ss  
COUNTY OF PIMA )

Personally appearing before me is Virgil-Keith: Stimer, whose identity was proven to me on the basis of satisfactory evidence and is the same living soul whose name is subscribed to this document styled as, NOTICE OF DEFAULT IN DISHONOR CONSENT TO JUDGMENT-STD and that he voluntarily signed the attached document and swore to the truthfulness of the document. Subscribed and sworn before me this day 22nd of July, 2011.



[Signature]  
Notary Public  
My Commission Expires Jan 22 2013

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## Track & Confirm

### Search Results

Label/Receipt Number: **7010 1870 0000 5137 6721**Expected Delivery Date: **July 25, 2011**Class: **First-Class Mail®**Service(s): **Certified Mail™**Status: **Delivered**

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Your item was delivered at 10:15 am on July 26, 2011 in FORT WORTH, TX 76161.

#### Detailed Results:

- **Delivered, July 26, 2011, 10:15 am, FORT WORTH, TX 76161**
- **Notice Left (No Authorized Recipient Available), July 26, 2011, 7:34 am, FORT WORTH, TX 76161**
- **Arrival at Unit, July 26, 2011, 7:08 am, FORT WORTH, TX 76161**
- **Acceptance, July 22, 2011, 4:32 pm, TUCSON, AZ 85710**

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Exhibit P-E pg. 2



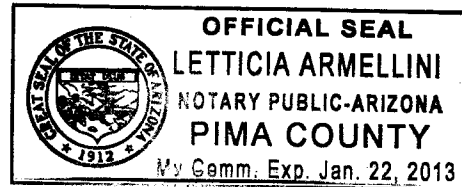
CONSUMER

August 8, 2011

Virgil Keith Stimer  
c/o General Delivery  
Tucson, AZ 85726

RE: Account No. 8354485

State of Arizona County of Pima  
On this 31<sup>st</sup> day of August, 2011  
I certify that the Santander Consumer Note  
document is a true, exact, complete and unaltered copy  
of the original.  
Leticia Armellini Notary Public  
My Commission Expires Jan 22, 2013



Dear Mr. Stimer,

We are in receipt of your complaint regarding the above referenced account number. We have investigated this matter and offer the following response.

Santander Consumer USA Inc. ("SCUSA") entered into an agreement with GEMB Lending Inc/GE Money Bank on April 4, 2011 to service your retail installment contract for your recreational vehicle or watercraft. The service transfer does not affect the terms of the retail installment contract.

In your correspondence you are disputing the validity of the debt; enclosed are copies of the contract, payment history, and service transfer letter.

If you need further assistance regarding your account you may call our Servicing Department at 1-888-222-4227.

Sincerely,

Santander Consumer USA Inc.

Exhibit P-F pg 1



Buyer(s)/Debtor(s):

Address: VIRGIL K STIMER  
8701 S KOLB RD #18-223  
TUCSON AZ 85726

Seller/Creditor:

LA MESA RV CENTER, INC. - YUMA  
3255 E. IRVINGTON RD.  
TUCSON AZ 85714

This is an agreement for the installment purchase by the buyer or buyers who sign below. The words "you" and "your" mean the buyer or buyers who sign below. The words "we" and "us" mean the seller or sellers who sign below. By signing below, you agree to make all of your payments to that Assignee. By signing below, you also agree to all of the terms on both sides of this Contract.

This motor vehicle which you are purchasing is as:

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL NO. OR SERIES	VEHICLE IDENTIFICATION NUMBER
NEW	2001	SAFARI		MH SERENGETI	SAFARI	4SLA0GH2111114767

EQUIPMENT:

<input type="checkbox"/> AM/FM Stereo	<input type="checkbox"/> 4 SP. TRANS.	<input type="checkbox"/> T-TOP/SUN	<input type="checkbox"/> PWR. STRG.	<input type="checkbox"/> AIR COND.	<input type="checkbox"/> PWR. WIND.	<input type="checkbox"/> PWR. DOORS
<input type="checkbox"/> TAPE	<input type="checkbox"/> 5 SP. TRANS.	<input type="checkbox"/> VINYL ROOF	<input type="checkbox"/> AUTO. TRANS.	<input type="checkbox"/> CRUISE	<input type="checkbox"/> PWR. SEATS	<input type="checkbox"/> CUST. WALS.

Misc. Equipment:

Your payment schedule will be:

ANNUAL PERCENTAGE RATE	The cost of your credit as a yearly rate	Number of Payments	Amount of Payments	When Payments Are Due: Monthly, Beginning
2.99		240	1249.15	MONTHLY BEGINNING 06/03/2002

FINANCE CHARGE: The dollar amount the credit will cost you. \$ 74356.06 (e)

Amount Financed: The amount of credit provided to you or on your behalf. \$ 225439.94

Total of Payments: The amount you will have paid after you have made all payments as scheduled. \$ 299796.00 (e)

Total Sale Price: The total cost of your purchase on credit, including your down payment. \$ 17973.00

Net Finance Charge: \$ 347765.00 (e)

SECURITY: You are giving a security interest in the motor vehicle being purchased. LATE CHARGE: If a payment is more than 10 days late and this is a consumer transaction, you will be charged \$10 or 5% of the unpaid part of the payment, whichever is less. PREPAYMENT: If you pay off early, you will not have to pay a penalty. We will refund the balance of this Contract for additional information about non-payment, default, and any required repayment in full before the scheduled date.

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (incl. accessories) \$ 259071.00 Sales Tax \$ 3656.69 = Total Cash Sale Price \$ 262727.69 (1)

2. Other charges imposed by Seller include:

- a-Vehicle Service Contract (Term)\*\* 60 MOS/OR 50000 MILES \$100.00 OED. \$ 5780.00
- b-Dealer Documentary Fee \$ 95.00
- c-Other (describe) *WASTE TIRE DISPOSAL FEE* \$ 2283.00

Total \$ 8158.00 (2)

3. Total Down Payment \$ 193773.00 \$ 152000.00 \$ 41773.00

a-Trade-In \$ 152000.00 (3)

b-Cash Down Payment (includes rebate of \$ 6200.00) \$ 41773.00 (4)

4. Unpaid balance of cash sale price/AMOUNT CREDITED TO YOUR ACCOUNT WITH SELLER (sum of item 1 & 2 less item 3) \$ 222812.69 (4)

5. AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDES:

- a-Payments to Public Officials for Official Fees:
  - (1) Registration Fees \$ 6.25
  - (2) Title Fees \$ 4.00
  - (3) Lien Tax \$ 2500.00
  - (4) Lien Filing Fees \$ N/A
  - (5) Postage Fees \$ 3.00
  - (6) Weight Fees \$ N/A
  - (7) Other (describe) *WASTE TIRE DISPOSAL FEE* \$ 12.00
- b-Payments to Insurance Companies for Insurance Premiums:
  - (1) Credit Insurance Premiums \$ N/A
  - (2) Property Insurance Premiums \$ N/A
- c-Payments to \_\_\_\_\_ for Prior Credit or Lease Balance \$ N/A (5a)
- d-Payments to \_\_\_\_\_ for \_\_\_\_\_ \$ N/A (5b)
- e-Payments to \_\_\_\_\_ for \_\_\_\_\_ \$ N/A (5c)

Total Amount Paid to Others \$ 2527.25 (5d)

6. Amount Financed - Amount of Credit you will get (item 4 plus item 5) \$ 225439.94 (6)

**Prepayment:** By signing below, you promise to pay us the Amount Financed, together with interest calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above. Please Note, however, that your final payment may change, depending upon your payment habits. We will apply each payment first to accrued interest and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment, for which we will send you a bill approximately 10 days before it is due. If a payment is more than 10 days late, you promise to pay us a late charge.

**Security Interest:** To protect us if you do not pay as promised, or if you break some other promise of this Contract, you give us a purchase money security interest in the motor vehicle described above and in any proceeds of the motor vehicle. This security interest covers all equipment, accessories, and parts that you add to the motor vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the vehicle and in any insurance premiums we insure which are returned. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interest held by us. NOTICE: BY GIVING US A SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH GOODS EXEMPT FROM LEGAL PROCESS.

**Credit Insurance:** If you buy credit life and credit disability insurance in connection with this Contract, the term of insurance is equal to the original term of this Contract.

**Property Insurance:** You promise to keep the motor vehicle described above insured for its full value against loss or damage with less possible endorsement in our favor during the time any amount is unpaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY CARRIER ACCEPTABLE TO US. If you purchase your insurance through Seller, the terms and terms of coverage are as follows:

COLEMAN (actual cash value of loss less \$ _____ deductible) and Comprehensive	TERM	PREMIUM
Including fire and theft (cash value of loss less \$ _____ deductible)	N/A months	N/A
Other (describe) _____	N/A months	N/A

If you buy insurance through your own agent, the cost is not included in this Contract. Please give us the name and telephone number of the agent you choose:

Agent's Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Agent's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

You intend to use the vehicle primarily for ☒ personal, family, or household purposes ☐ commercial, industrial, or agricultural production purposes.

If you are purchasing a used motor vehicle, the disclosures within this box apply. ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEMS AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATTENTION COMPRADOR: FIRME AQUI SOLAMENTE SI EL VENDEDOOR TE HA DICHO QUE EL VEHICULO TIENE EL SIGUIENTE PROBLEMA (S) Y QUE USTED ESTA DE ACIERTO DE COMPRA EL VEHICULO BAJO ESTOS TERMINOS:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

BUYER/DEBTO/COMPRADOR/DEUDOR: \_\_\_\_\_

THE SELLER HEREBY WARRANTS THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO \$25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

THIS CONTRACT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE BACK. PLEASE READ THE BACK CAREFULLY. IT CONTAINS A LIMITATION ON EXPRESS WARRANTIES AND OTHER IMPORTANT PROVISIONS. NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract you sign. 3. You should obtain from Seller a copy of any warranty or service contract offered as a part of this Contract. 4. This sale is subject to approval of your credit by Seller and acceptance of the Contract by a financial institution. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT, UNLESS DESCRIBED AND APPROPRIATE PREMIUM CHARGE IS SHOWN IN No. 5b ABOVE. SELLER IS REGULATED BY AND COMPLAINTS CONCERNING THIS CONTRACT MAY BE ADDRESSED TO: ARIZONA STATE BANKING DEPARTMENT, 2910 N. 44th ST., SUITE 310, PHOENIX, ARIZONA 85018 - TELEPHONE (602) 255-4421

Dated this 11th day of MAY, Year 2002. Buyer(s) acknowledge(s) receipt of a fully completed copy of this Contract.

Seller: LA MESA RV CENTER, INC. - TUCSON

By *[Signature]* Buyer/Debtor

By *[Signature]* Buyer/Debtor

\*OTHER OWNERS: If you will be shown on the certificate of title as an owner of the vehicle but do not want to be separately liable to pay this debt, please sign below to give us a security interest in the motor vehicle, its proceeds, and physical damage insurance policy and any refunds of insurance premiums.

Signature \_\_\_\_\_ Date \_\_\_\_\_

ASSIGNMENT

Recourse previously entered into between Seller and Assignee, and in any event in accordance with the terms, conditions and warranties of the Seller's Assignment and Warranty on reverse side hereof.

LA MESA R.V. CENTER, INC. - TUCSON 05/04/2002

Seller: LA MESA RV CENTER, INC. - TUCSON

Assignee: (Holder) \_\_\_\_\_

Branch \_\_\_\_\_

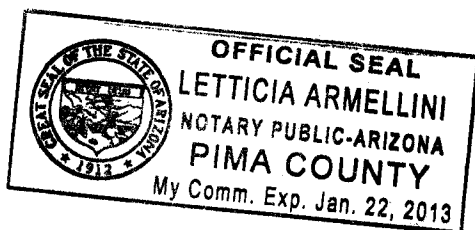
FOR SELLER PROCEEDS ONLY

LA MESA RV CENTER, INC. - TUCSON

ORIGINAL

State of Arizona County of Pima  
On this 31st day of August, 2011  
I certify that the Invoice  
document is a true, exact, complete and unaltered copy  
of the original.

Leticia Armellini Notary Public  
My Commission Expires Jan 22 2013

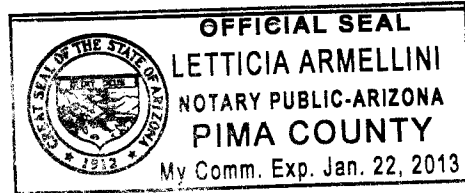








04/08/2011



VIRGIL K STIMER  
GENERAL DELIVERY  
TUCSON, AZ 85726-9999



Original Financed Amount \$225,439.94

Balance Remaining\*\* \$142,170.93

Maturity Date 05/03/2022

State of Arizona County of Pima  
On this 31st day of August, 2011  
I certify that the Valued Customer Note  
document is a true, exact, complete and unaltered copy  
of the original.  
Letticia Armellini Notary Public  
My Commission Expires Jan 22 2013

**Dear Valued Customer,**

CURRENT GE Account Number - 00100006100157477

NEW Santander Consumer USA Account Number - 30000183544851000

Santander Consumer USA Inc. recently entered into an agreement with GEMB Lending Inc./GE Money Bank to service your retail installment contract or direct note for your recreational vehicle or marine watercraft (collectively, "Vehicle"). Effective April 4, 2011, your contract or direct note will be serviced by Santander Consumer USA. Please note that the current lienholder of your vehicle will not change.

This service transfer does not affect the current terms of your retail installment contract or direct note. Your new account number with Santander Consumer USA is 30000183544851000.

- » If you currently pay your monthly bill using automatic bank draft, your regularly scheduled automatic payments will continue without interruption, although the receiving bank notation on your receipt will change to Santander Consumer USA Inc.
- » You will soon receive a new monthly account statement from Santander Consumer USA that contains instructions for submitting your payment. You may also securely view, manage and make payments for your account online by enrolling at [www.MyAutoAccount.com](http://www.MyAutoAccount.com). You will need a valid e-mail address and your social security number to establish an online account. The Web site also allows you to sign up for online statements if you prefer to receive your monthly account summary via e-mail.

Beginning 4/4/11, please direct all correspondence and payments concerning your account to Santander Consumer USA.

#### Correspondence

(For non-payment  
correspondence only)

Santander Consumer USA Inc.  
P.O. Box 961245  
Fort Worth, TX 76161-1245

#### Payments

See the information below  
regarding payment options, or  
sign up to pay online in the My  
Account area of  
[www.MyAutoAccount.com](http://www.MyAutoAccount.com)

#### Online & Phone

Manage your account anytime  
in the My Account area of  
[www.MyAutoAccount.com](http://www.MyAutoAccount.com).

Call toll-free at 1.888.222.4227  
Mon-Thur. 7 a.m. - 11 p.m. Central  
Fri 7 a.m. - 9 p.m. Central  
Sat - Sun 7 a.m. - 5 p.m. Central

#### ADDITIONAL INFORMATION ABOUT PAYMENTS

Your monthly Vehicle account statement will include a detachable payment coupon, return envelope and instructions for mailing your payment to Santander Consumer USA via regular mail. Your statement will also include your available options for making an expedited payment.

If you would like to pay your bill using automatic bank draft, you may enroll in Santander Consumer USA's Auto Pay program and have your monthly payment deducted from your personal checking or savings account by your payment due date. Sign up online at [www.MyAutoAccount.com](http://www.MyAutoAccount.com) or complete the Auto Pay Authorization on the back of your statement coupon.

SEE BACK FOR AN IMPORTANT NOTICE OF YOUR RIGHTS.

Continued on reverse side

Exhibit P-F pg 4





State of Arizona  
County of Pima  
On this 31st day of August, 2011  
I certify that the above document is a true, correct and accurate copy of the original.

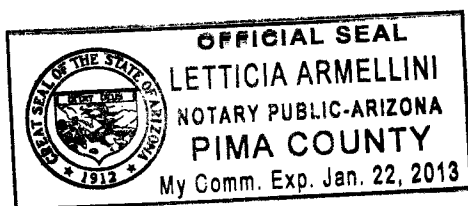


Line	Date	Description	Amount	Balance	Interest	Penalty	Other	Total
1	07/13/2007	System allocated payment	\$178,721.87					\$178,721.87
2	07/13/2007	System allocated payment	\$179,588.52					\$358,310.39
3	06/11/2007	System allocated payment	\$180,364.87					\$538,675.26
4	05/08/2007	System allocated payment	\$181,109.59					\$719,784.85
5	04/11/2007	System allocated payment	\$181,956.29					\$901,741.14
6	03/13/2007	Late charge assessment	\$183,524.18					\$1,085,265.32
7	03/14/2007	Waive late charge fee						\$1,085,265.32
8	03/23/2007	System allocated payment	\$182,786.19					\$1,268,051.51
9	02/08/2007	System allocated payment	\$183,524.18					\$1,451,575.69
10	01/11/2007	System allocated payment	\$184,350.49					\$1,635,926.18
11	12/13/2006	System allocated payment	\$185,159.77					\$1,821,085.95
12	11/09/2006	System allocated payment	\$185,891.18					\$2,006,977.13
13	10/12/2006	System allocated payment	\$186,712.06					\$2,193,689.19
14	09/12/2006	System allocated payment	\$187,500.43					\$2,381,189.62
15	08/08/2006	System allocated payment	\$188,209.95					\$2,569,399.57
16	07/13/2006	System allocated payment	\$189,056.44					\$2,758,456.01
17	06/12/2006	System allocated payment	\$189,823.54					\$2,948,279.55
18	05/09/2006	System allocated payment	\$190,541.99					\$3,138,821.54
19	04/12/2006	System allocated payment	\$191,367.88					\$3,329,189.42
20	03/09/2006	System allocated payment	\$192,082.04					\$3,520,271.46
21	02/08/2006	System allocated payment	\$192,873.00					\$3,712,144.46
22	01/11/2006	System allocated payment	\$193,677.91					\$3,904,822.37
23	12/09/2005	System allocated payment	\$194,401.54					\$4,098,223.91
24	11/09/2005	System allocated payment	\$195,171.05					\$4,293,394.96
25	10/11/2005	System allocated payment	\$195,954.69					\$4,489,349.65
26	09/09/2005	System allocated payment	\$196,656.11					\$4,686,005.76
27	08/07/2005	System allocated payment	\$197,420.09					\$4,883,425.85
28	07/07/2005	System allocated payment	\$198,149.82					\$5,081,575.67
29	06/07/2005	System allocated payment	\$198,910.14					\$5,280,485.81
30	05/05/2005	System allocated payment	\$199,619.66					\$5,480,105.47
31	04/11/2005	System allocated payment	\$200,474.67					\$5,680,580.14
32	03/08/2005	System allocated payment	\$201,163.54					\$5,881,743.68
33	02/09/2005	System allocated payment	\$201,965.98					\$6,083,709.66
34	01/11/2005	System allocated payment	\$202,733.52					\$6,286,443.18
35	12/09/2004	System allocated payment	\$203,433.77					\$6,489,876.95
36	11/08/2004	System allocated payment	\$204,165.87					\$6,694,042.82
37	10/08/2004	System allocated payment	\$204,896.12					\$6,898,938.94
38	09/09/2004	System allocated payment	\$205,658.04					\$7,104,596.98
39	08/09/2004	System allocated payment	\$206,384.52					\$7,310,981.50
40	07/08/2004	System allocated payment	\$207,092.29					\$7,518,073.79
41	06/15/2004	System allocated payment	\$207,950.70					\$7,725,024.49
42	05/05/2004	System allocated payment	\$208,501.49					\$7,932,525.98
43	04/06/2004	System allocated payment	\$209,254.89					\$8,140,780.87
44	03/08/2004	System allocated payment	\$210,006.51					\$8,349,787.38
45	02/11/2004	System allocated payment	\$210,807.89					\$8,559,595.27
46	01/12/2004	System allocated payment	\$211,538.60					\$8,770,133.87
47	09/09/2005	System allocated payment	\$212,127.94					\$8,981,261.81
48	11/07/2003	System allocated payment	\$212,888.79					\$9,193,150.60
49	09/09/2005	Late charge assessment	\$208,501.49					\$9,401,652.09
50	10/07/2003	System allocated payment	\$213,595.52					\$9,615,247.61
51	09/10/2003	System allocated payment	\$214,370.53					\$9,829,618.14
52	08/04/2003	System allocated payment	\$214,968.13					\$10,044,586.27
53	07/09/2003	System allocated payment	\$215,757.74					\$10,260,344.01
54	06/06/2003	System allocated payment	\$216,421.85					\$10,476,765.86

	A	B	C	D	E	F	G	H	I	J	K
109	05/07/2003	05/07/2003	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$217,137.38	(\$713.78)	(\$535.37)	\$0.00	\$0.00
110	04/07/2003	04/07/2003	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$217,851.16	(\$747.76)	(\$501.39)	\$0.00	\$0.00
111	03/10/2003	03/10/2003	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$218,598.92	(\$763.97)	(\$485.18)	\$0.00	\$0.00
112	02/11/2003	02/11/2003	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$219,362.89	(\$672.36)	(\$576.79)	\$0.00	\$0.00
113	01/10/2003	01/10/2003	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$220,035.25	(\$670.61)	(\$578.54)	\$0.00	\$0.00
114	12/09/2002	12/09/2002	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$220,705.86	(\$741.22)	(\$507.93)	\$0.00	\$0.00
115	11/11/2002	11/11/2002	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$221,447.08	(\$739.52)	(\$509.63)	\$0.00	\$0.00
116	10/14/2002	10/14/2002	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$222,186.60	(\$628.57)	(\$620.58)	\$0.00	\$0.00
117	10/13/2002	10/13/2002	Late charge assessment	Late Fee	N	\$10.00	\$222,815.17	\$0.00	\$0.00	\$10.00	\$0.00
118	09/10/2002	09/10/2002	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$222,815.17	(\$663.34)	(\$585.81)	\$0.00	\$0.00
119	08/09/2002	08/09/2002	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$223,478.51	(\$606.67)	(\$642.48)	\$0.00	\$0.00
120	07/05/2002	07/05/2002	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$224,085.18	(\$733.50)	(\$515.65)	\$0.00	\$0.00
121	06/07/2002	06/07/2002	System allocated payment	Converted Regular Payment	Y	(\$1,249.15)	\$224,818.68	(\$621.26)	(\$627.89)	\$0.00	\$0.00

State of Arizona County of Pima  
 On this 31st day of August, 2011  
 I certify that the Invoice  
 document is a true, exact, complete and unaltered copy  
 of the original.

Leticia Armellini Notary Public  
 My Commission Expires Jan 22 2013



# Update Notice

## Postal Operations Manual, POM Issue 9 July 2002

**Postal Operations Manual, POM Issue 9**, was last printed in July 2002. To inform you of changes since that time, we periodically update this online edition of the POM. We use vertical bars (i.e., revision bars) in the margin to indicate text changed since July 2002.

This online version of the POM has been updated with *Postal Bulletin* articles through January 17, 2008, as follows:

This chapter, sub- chapter, part, or section...	titled...	was...	in <i>Postal Bulletin</i> issue number...	with an issue date of...
Entire handbook	<i>Postal Operations Manual</i>	updated to replace all instances of the word "insured" with Insured mail® where it refers to a mail service.	22127	4-29-2004
<b>Chapter 1, Retail Management</b>				
123.6 and 123.7	Discontinuation of Post Offices, and Emergency Suspension of Service	revised to include recent policy changes to the approval/disapproval authority for Post Office closing final determinations.	22124	3-18-2004
123.622	ZIP Code Assignment	revised to include recent policy changes related to ZIP Code retention at discontinued facilities.	22124	3-18-2004
123.72	Suspension Review Team	added to revise emergency suspension procedures.	22124	3-18-2004
123.81	Notice to Postal Officials	revised to correct the approval authority for the discontinuance of Post Offices.	22130	6-10-2004
Exhibit 125.343	Mandatory Public Information to be Available	revised to reflect signage language in Post Offices.	22187	8-17-2006
143	INTELPOST Service	deleted to reflect the fact that INTELPOST (international electronic post) service is no longer available.	22124	3-18-2004
144 through 147	Photocopy Service	renumbered as 143 through 146.	22124	3-18-2004
146.1	Processing Refunds for Postage Stamps on Business Reply Mail, Postage Meter Stamps, Meter Impressions, Permit Imprints or Rejected Personalized Envelopes	revised to allow all Post Offices to process refunds for postage requested.	22088	10-31-2002

842.45

Postal Operations Manual

**842.45 Surrender of Service**

Caller service is surrendered when the caller does at least one of the following:

- a. Submits a permanent change-of-address order.
- b. Fails or refuses to pay the pertinent fee due.
- c. Submits a written notice to discontinue the service.

**842.46 Disposition of Mail****842.461 Destination Caller Service**

When destination caller service is ended by a final Postal Service decision, the postmaster must give written notice to the caller that mail addressed to him or her at the caller number is thereafter to be forwarded according to a valid change-of-address order if one is submitted, or transferred to general delivery for holding the current time limit for forwarding. After the applicable period, all mail so addressed is handled as undeliverable. However, this procedure does not preclude compliance with the sender's request for a specific holding period under DMM F030.

**842.462 Accelerated Reply Mail (Origin Caller Service)**

When accelerated reply mail (origin caller service) is surrendered by the customer or ended by the Postal Service, mail continues to be separated for the accelerated reply mail (origin caller service) until the barcode sortation schemes can be revised to permit the mail to be processed to the destination address on the mail.

**843 General Delivery****843.1 Delivery**

Place mail endorsed with "Transient, To Be Called for General Delivery," or similar words in the general delivery case for delivery to the addressee on presentation of identification. Inbound foreign-originated articles can be endorsed "Poste Restante" (French for "General Delivery").

**843.2 Retention**

Hold general delivery mail for no more than 30 days, unless otherwise requested. Return accountable mail as instructed under 683.25.

**844 Other Deliveries**

In all other cases, provide the services in 841, 842, or 843 to customers who want to call for their mail at a postal unit.

**845 Firm Holdout**

See DMM D930.2.0.

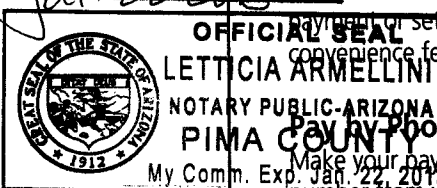


State of Arizona County of Pima  
 On this 31st day of August, 2011  
 I certify that the Check in fee

# ACCOUNT INFORMATION

document is a true, exact, complete and unaltered copy of the original.

Leticia Armellini  
 My Commission Expires Jan 22 2013



VIRGIL K STIMER  
 GENERAL DELIVERY  
 TUCSON, AZ 85726-9999



## Summary As Of: 04/18/2011

Account Number:	8354485	Reg Payments due on:	3rd
Balance:	\$141,455.65	Reg Payment Amount:	\$1,249.15
Payments Made:	107	Maturity Date:	05/03/2022
Last Payment Made:		Last Payment Amount:	

## Account Status as of: 04/18/2011

<b>Payments Due:</b>			
05/03/2011	\$1,232.90	Fees:	\$0.00
		Late Charges:	\$0.00
		Past Due Amount:	\$0.00
		Total Amount Due:	\$1,232.90

## Activity Since Your Last Statement

## Pay Online - santanderconsumerusa.com

We accept payments from checking/savings accounts, credit and pinless debit/ATM cards. You can make a one-time payment or set up a recurring online payment plan. A convenience fee may be charged for using this service.

## Pay by Phone - 1-888-222-4227

Make your payment by phone anytime. Please have your number from your checking, savings, credit card or pinless debit/ATM account ready when you call. You will also need your Santander Consumer USA account number.

## Money Gram

Use Money Gram to make your payment. Bring your payment and fee in cash to the agent nearest you. Call toll-free 1-800-555-3133 for the Money Gram location nearest you. You will need the following information:

Receive Code: 1544  
 Your account number: 8354485

## Western Union

Use Western Union Quick Collect to make your payment. Bring your payment and the fee in cash to an agent near you, or use the Quick Collect by Phone service and pay with a VISA or MasterCard issued debit or credit card. Call toll-free 1-800-325-6000 for the agent location nearest you. You will need the following information:

Code City: PITSTOP  
 State Code: TX  
 Your account number: 8354485

## Payment Information

For prompt and accurate processing of your payment, please write your account number on your check and return it with the lower portion of this statement in the envelope provided.

↑ To receive proper credit, please detach and return your payment and indicate amount paid. ↑



VIRGIL K STIMER

## Alerts



☐ If you are taking advantage of our automatic payment plan or have an address change, please check the box and fill out the reverse side.

SANTANDER CONSUMER USA  
 PO BOX 660633  
 DALLAS, TX 75266-0633



Please make all checks payable to Santander Consumer USA. If you are sending in additional money to reduce your balance, please indicate below.

Payment Due Date: 05/03/2011

Account Number: 8354485

TOTAL DUE: \$1,232.90

Additional Payment: \$

Total Amount Enclosed: \$

Exhibit P-H pg 1



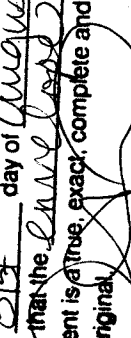
PRESORTED  
FIRST CLASS  
MAIL  
US POSTAGE  
PAID  
TWMS

MAY 29 2011

 **Santander**  
CONSUMER

P.O. BOX 961245 | Fort Worth, TX 76161-1245

ADDRESS SERVICE REQUESTED

State of Arizona County of Pima  
On this 31st day of August, 20 11  
I certify that the envelope  
document is a true, exact, complete and unaltered copy  
of the original.  
  
Letticia Armellini, Notary Public  
My Commission Expires Jan 22 2013





# Santander

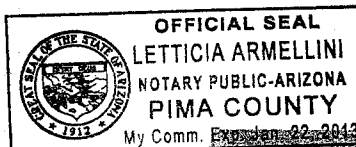
CONSUMER

Account Number 8354485  
 Account Status Past Due  
 Statement Date 06/13/2011  
 Payment Due Date 06/03/2011  
 Payment Amount \$1,249.15  
 Payments Made 108  
 Maturity Date 05/03/2022  
 Balance \$148,850.74  
 Past Due Amount \$1,232.05  
 Unpaid Fees & Charges \$0.00

TOTAL AMOUNT DUE  
**\$2,481.20**

## ACCOUNT ALERTS & IMPORTANT MESSAGES

Your account is 9 days delinquent



## ACCOUNT ACTIVITY SINCE LAST STATEMENT

Description	Date	Amount
State of Arizona On this <u>31st</u> day of <u>August</u> , 20 <u>11</u> I certify that the <u>Account Info</u> document is a true, exact, complete and unaltered copy of the original. <u>Letticia Armellini</u> , Notary Public My Commission Expires <u>Jan 22 2013</u>		

Pay Online at [MyAutoAccount.com](http://MyAutoAccount.com).  
 Pay by Phone at 1-888-222-4227.  
 MoneyGram or Western Union.  
 See reverse for additional payment options.

Questions? Go to [MyAutoAccount.com](http://MyAutoAccount.com) or call Toll-Free 1-888-222-4227.

## SPECIAL OFFERS

**Use MoneyGram to pay your bill with cash today.**

MoneyGram services\* are at 35,000 agent locations nationwide including all Walmart and CVS/pharmacy stores nationwide. Click [www.moneygram.com/SantanderUSA](http://www.moneygram.com/SantanderUSA) or call 1-800-926-9400 to find a location near you. And be sure to use **Receive Code 1544**.



CVS/pharmacy

Walmart

**MoneyGram**

\*There is a fee for this service. MoneyGram and the Globe are registered marks of MoneyGram. All other marks are owned by third parties. © 2011 MoneyGram. All rights reserved.

## PAYMENT COUPON

↑ To receive proper credit, please detach and return your payment and indicate amount paid. ↓



Take advantage of our automatic payment plan or update your address. Please check the box and fill out reverse side.

1148068

SANTANDER CONSUMER USA  
 PO BOX 660633  
 DALLAS, TX 75266-0633



Total Amount Due **\$2,481.20**  
 Account Number 8354485  
 Due Date 06/03/2011

Please make all checks payable to Santander Consumer USA. If you are sending in additional money to reduce your balance, please indicate below.



Total Amount Due \$2,481.20  
 Additional Payment \$  
 Total Amount Enclosed \$

Exhibit P-I pg 4

030083544851000 00124915 00248120 2



**Pay Online at MyAutoAccount.com.** We accept payments from checking/savings accounts, credit and pinless debit/ATM cards. You can make a one-time payment or set up a recurring online payment plan. A convenience fee may apply.



**Pay by Phone at 1-888-222-4227.** Please have the account number from your checking, savings, credit card or pinless debit/ATM account ready when you call. You will also need your Santander Consumer USA account number.



**MoneyGram or Western Union.** Express payments can be made using MoneyGram or Western Union Quick Collect. Please refer to the enclosed brochures or visit MyAutoAccount.com for details, including fees that may apply. Please note:

- » MoneyGram Receive Code is 1544.
- » Western Union City Code is PITSTOP, State Code is TX.



**Pay by Mail.** Mail your payment, made out to Santander Consumer USA, to P.O. Box 660633, Dallas, TX 75266-0633. Write your account number on your check or money order and return it with the lower portion of your statement in the envelope that will be provided. To ensure payments are received in a timely manner, please mail your payment five to seven days before the due date.



**Auto Pay.** Sign up today for Auto Pay and your monthly payments will automatically be deducted from your personal checking or savings account and credited to your account by the payment due date. You will never have to worry about a late or missing car payment again! It's smart, it's FREE, and it's easy!

- » Visit MyAutoAccount.com to sign up, or call us toll-free at 1-888-222-4227 and an account manager will be happy to assist you.
- » To stop or cancel Auto Pay: Simply provide us with a 30-day written notice from the customer who authorized the recurring ACH transactions on the relevant account, and we will process the cancellation.
- » If you change financial institutions or accounts: You may stop payment of a debit entry by providing written notification to both Santander Consumer USA and your financial institution prior to closing or changing your account.



**Late Payment Warning:** If we do not receive your payment(s) – including any fees or late charges that have been assessed – by the due date, you may have to pay a late fee. In addition, our service center associates will contact you for collection of payment.

## ACCOUNT INFORMATION

**Automated Account Information -** Please visit our web site MyAutoAccount.com to obtain your payoff information, next payment due, date of last payment or to update your account at any time call toll-free 1-888-222-4227. You may also use this system to make a payment by phone. Follow the simple instructions that will guide you through our menu.

**Insurance -** Coverage is Mandatory Your contract includes a requirement to maintain an insurance policy on your vehicle that provides comprehensive and collision coverage and to have a Loss Payee and Additional Insured Endorsement. Please make sure this information is correctly disclosed on your policy. Please visit our web site MyAutoAccount.com to update your policy information at any time or call toll-free 1-888-222-4227.

## Notice to Customer

If you choose to pay by check and your check is returned unpaid or insufficient or uncollected funds, you are giving the company permission, in advance, to electronically re-present this item and assess a return fee to your account as provided for and in an amount consistent with your contract and applicable state and federal laws. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution. To ensure Quality Customer Service, telephone calls may be subject to monitoring and/or recording. We may report information about your account to credit bureaus. Late payment(s), missed payment(s) or other default(s) on your account may be reflected in your credit report. Accounts Receivable Conversion: By remitting a check for payment, you are authorizing Santander Consumer USA to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check where permitted by law. This electronic debit will be for the exact amount of your check. If an electronic debit is processed, the funds may be withdrawn from your account the same business day the payment is received, and your check will not be returned to your financial institution. This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

**Mail payoff checks to:** Santander Consumer USA, P.O. Box 660633, Dallas, TX 75266-0633.

**Send bankruptcy notifications to:** Santander Consumer USA, Attn: Bankruptcy Dept., P.O. Box 560284, Dallas, TX 75356-0284. All verbal communication regarding a bankruptcy needs to be made by calling (888) 437-4846.

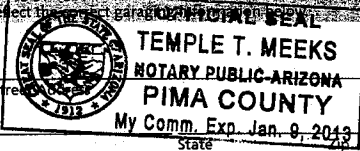
**Mail your insurance information to:** Santander Consumer USA, P.O. Box 47260, Atlanta, GA 30362.

**Mail non-payment correspondence to:** Santander Consumer USA, P.O. Box 961245, Fort Worth, TX 76161-1245.

**Sign up for online statements and recurring payments,** visit the My Account section of MyAutoAccount.com and set up an online account. You will need a valid e-mail address and your social security number to get started.

## CHANGE OF ADDRESS/TELEPHONE INFORMATION (PLEASE PRINT)

State of Arizona County of Pima  
 Your Street Address On this 1st day of Sept 2011  
 I certify that the Santander Consumer  
 document is a true, exact, complete and unaltered copy  
 of the original.  
 Your City Tempe Home Phone 480-480-1234 Mobile Phone 480-480-1234 Cell Phone 480-480-1234  
 Email Address jan.9.2013 Commission Expires Jan 9, 2013  
 If the vehicle is being garaged at a location other than the new mailing address, please enter to reflect the new garage address:  
 Vehicle Location Street 1912  
 City Tempe State Arizona



## AUTO PAY AUTHORIZATION (PLEASE PRINT)

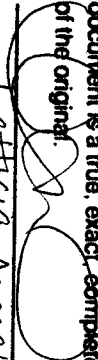
Name on the Account \_\_\_\_\_ SC USA Account Number \_\_\_\_\_  
 Financial Institution Name and Phone Number \_\_\_\_\_  
☐ Checking  
☐ Savings Checking/Savings Account Number \_\_\_\_\_ ACH Routing Number \_\_\_\_\_  
 Amount to Debit \_\_\_\_\_ Start Date \_\_\_\_\_ Day of Month/Due Date \_\_\_\_\_  
 Primary Name on the Account \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_  
 Primary Name on the Account \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_  
 I hereby authorize Santander Consumer USA to initiate entries to my checking or savings account at the financial institution above for the purpose of making my monthly auto payments. I also authorize the financial institution to withdraw these payments from my account. I hereby agree to all the terms and conditions set forth above.

 **Santander**

CONSUMER

P.O. BOX 961245 | Fort Worth, TX 76161-1245

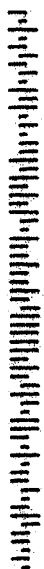
ADDRESS SERVICE REQUESTED

State of Arizona County of Pima  
On this 31st day of August, 2011  
I certify that the envelope  
document is a true, exact, complete and unaltered copy  
of the original.  
  
Leticia Armellini, Notary Public  
My Commission Expires Jan 22 2013



JUL 20 2011

85726



PRESORTED  
FIRST CLASS  
MAIL  
US POSTAGE  
PAID  
TWMS

## **Table of Authorities**

### **15 U.S.C. § 1692c. (b). Communication with third parties**

"Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a post judgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector."

### **15 U.S.C. § 1692e. False or misleading representations**

"A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:"

"(4) The representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to take such action."

### **15 U.S.C. §1692f.,Unfair practices**

"A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:"



**U.S.C. §1692g (b) Disputed debts**

"If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of

this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall

cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor."

**15 U.S.C. § 1692k. (d), Civil Liability**

**(d) Jurisdiction**

"An action to enforce any liability created by this subchapter may be brought in any appropriate United States district court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs."

**Postal Operations Manual, section 843.1 843.2**

**"843.1 Delivery**

Place mail endorsed with "Transient, To Be Called for General Delivery," or similar words in the general delivery case for delivery to the addressee on presentation of identification. Inbound foreign-originated articles can be

endorsed "Poste Restante" (French for "General Delivery").

**843.2 Retention**

Hold general delivery mail for no more than 30 days, unless otherwise requested. Return accountable mail as instructed under 683.25.